

# The

# Sun

# Daily

# Press.

No. 4234

四十二年二月四日

廿五日

年未辛

HONGKONG, FRIDAY, 2ND JUNE, 1871.

五月

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PRICE \$2 PER COPY.

## Arrivals.

May 31, FRANCES, Amer. bark, 700, Field, Captain, 8th December, 1,100 tons Coal, D. LARSEN & Co.

May 31, COUSINS, Brit. bark, 361, Osmont, Saigon 20th May, and Cape St. James 21st, 9,900 piculs Rice—LANDSTRIN & Co.

June 1, MARIA MARY, North German bark, 800, Brandt, Saigon 14th May, and Cape St. James 20th, 6,000 piculs Rice—

BOURGAS, HUNTER & Co.

June 1, MOZART, Nov. 29th, Marques, Saigon 17th May, and Cape St. James 19th, Rice—ED. SCHELLHAAS & Co.

June 1, ESMERALDA, North Ger. bark, 400, Koppelman, Saigon 18th May, and Cape St. James 19th, 8,000 piculs Rice—

BOURK, HUNTER & Co.

June 1, NEU-GRANADA, North German bark, 294, Bauer, Saigon 18th May, and Cape St. James 20th, 7,500 piculs Rice—ED. SCHELLHAAS & Co.

June 1, CERES, North Ger. bark, 886, W. Schwartz, Bangkok 11th May, 9,300 piculs Rice—W. PUSTA & Co.

June 1, H. B. H. G. THISTLE, 407, 4 guns, Commander H. L. Lest, from Singapore May 16th.

June 2, RONA, Brit. str. 784, Hutchison, Shanghai 28th May, General—O'RPHANT & Co.

June 2, HUMBO, North German bark, 313, Schweicher, Saigon 21st May, Rice, & ORDER.

June 2, ELIZABETH, Brit. bark, 505, Owen, Saigon 18th May, 12,000 piculs Rice—G. OBERWICK.

June 2, WILLIAM RITSON, Brit. bark, 616, Gough, London 10th February, General—ORDER.

June 2, FIRE QUEEN, Brit. ship, 766, Hamilton, Yokohama 11th May, General—CAPTAIN.

June 2, GENE BRAES, North Ger. bark, 390, Gronewelt, Saigon May 21st, 9,500 piculs Rice—W. PUSTA & Co.

June 2, FAIR & ANTON, North Ger. S.m.sch., Klang, Rangoon 9th April, and Singapore May 10th, Rice and Pattans—ORDER.

## Departures.

June 1, KWANTUNG, str., for East Coast.

June 1, MALACCA, str., for Yokohama.

June 1, OTAWA, str., for Yokohama.

## Clearances.

AT THE HARBOUR MASTER'S OFFICE, 1st JUNE.

Kati, for Whampoa.

Juno, for Saigon.

Carnarvon Castle, for Manila.

Tek-ki, for Saigon.

Oscar, for Amoy.

Abertina, for Saigon.

## Passengers.

Per Courier, from Saigon, 15 Chinese.

Per Rong, str., from Shanghai, 3 Cabin and 27 Chinese.

Vessels Expected at Hongkong.

(Corrected to Date)

Vessels. From. Dates

Jupiter, Liverpool, Dec. 9.

OCEAN, Liverpool, Dec. 23.

Eduard McNeven, Liverpool, Dec. 24.

Rouste, Cardiff, Jan. 13.

Selina, London, Jan. 14.

Jupiter, Cuthven, Jan. 16.

Joseph Hayde, London, Jan. 21.

Lake Constance, Clyde, Jan. 21.

Emily McNaor, Penarth, Jan. 24.

Ironides, Penarth, Jan. 24.

Socorro, Boston, Jan. 24.

Aldo, (2), Cardiff, Jan. 24.

Selina, (2), Cardiff, Jan. 24.

Golden Spur, London, Feb. 17.

Klaw, London, Feb. 17.

Glamorganshire, Cardiff, Feb. 18.

Aron, Cardiff, Feb. 18.

Minia, (2), London, Feb. 19.

Joseph Hayden, Cardiff, Feb. 21.

Rosalie, Cardiff, Feb. 22.

Joseph Clarke, Cardiff, Feb. 23.

Labilo, Cardiff, Feb. 23.

Selina, (2), Cardiff, Feb. 23.

Golden Spur, London, Feb. 27.

Klaw, London, Feb. 27.

Glamorganshire, Cardiff, Feb. 28.

Aron, Cardiff, Feb. 28.

Minia, (2), London, Feb. 29.

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Joseph

NOW READY.

BOUNDED VOLUMES of the TRADE REPORT for the year 1870. Price \$10.  
Apply at the Daily Press Office.  
Hongkong, 1st February, 1871.

DEATHS.

At No. 13 Clarence St., Bengal, on the 6th of April, CHARLES FISHER, infant son of L. L. Fisher, at Victoria, Hongkong, on the 1st of June, 1871, JOANNA MARIE ROZ, the beloved wife of Mr. Manuel L. Ross Periera.

To delivery of the Daily Press from this office on Thursday morning at 10.30, the messengers left the office at 10.30.

## The Daily Press

HONGKONG, JUNE 2ND, 1871.

Is there one thing concerning which men and women fret and worry themselves unnecessarily all over the world, but more especially in small places, it is concerning what is vaguely defined as position. If ninety-nine out of every hundred people who are wasting their energies for the attainment of this goal were asked what they were really aiming at, the likelihood is that the majority would find it somewhat difficult to reply. Position after all goes in reality very little further than the literal meaning of the word implies. It means the chair at public meetings; the right hand place at dinner-tables; the best seats at public entertainments; a little superficial deference paid more from habit than from any higher motive. "And yet these small advantages have such prodigious attractions that men will sacrifice ease, comfort and health for their attainment, and that too, even in places where the highest positions attainable are only of very small account. "Two piece men can stop one place" was the reason which a Chinaman urged for running away from the walls of Canton, and allowing the British troops to take up the position they aimed at, but a similarly philosophic spirit does not seem to influence people with regard to the much less important question of positions in society. And yet a useful lesson might be learned from the sage Celestial. The fine distinctions made between men by whose pretensions to consideration it is almost impossible to draw a fine, might give way to a little sound sense, and are surely not worth a great deal of trouble. It is not contended that there are not or should not be different positions in Society; all that is objected to is the tendency to make trifling distinctions of too great moment. This always arises in little places, especially little places possessed of little governments, chiefly on account of the necessity of paying some special respect to those in official positions. A Judge is a judge, and a Governor a governor, though their spheres of labour may be limited; and it is a good instinct which recognises the respect which should be paid to the office. But like many good instincts this may carry people too far; and it does so when it causes all the vanities of the great world to be re-enacted in the very little world in which the lot of people is cast during their sojourns in small out-of-the-way places. In the great world of Europe or America, social, political and official distinctions have a real importance. No one becomes a great statesman, holds high office, or exercises an extended influence over Society, without at least having a very fair amount of the qualifications entitling him to the position. In little places accident has much more to do with such matters than ability or other qualifications; and the extent of the powers wielded by any official, important though they may be at times, are a mere nothing compared with those of the like officers at home. But habit goes a long way with most people; and the forms and ceremonies being the same, they are apt to imagine that they indicate the same claims to distinction. By degrees this wears off; as reality in the long run must tell over fiction. The generality of the public out here thus come to hold the position of men with high sounding titles as of comparatively little importance; but not so the officials themselves, who fondly imagine they may claim the like deference from the community as their prototypes at home. Nothing could be more absurd. Despite all the artificial distinctions of Society, a man's position in the long run is in the main dependent upon his talents and his wealth. The claims of birth in aristocratic countries are still recognised; but this results in a great measure from the wealth and power of the nobility. In England, at all events, a poor Lord is very little esteemed; except he show himself a man of rare talents. In out of the way places, however, this element enters very little into the composition of Society; and the source of influence are thus only wealth and talent. The majority of officials are not possessed of the former and are thus thrown back on the latter; and when it comes to this, what after all have they to show? At home high officials are raised above the majority of people by cultivation and talent; but who can honestly say that any superiority of this kind is in an ordinary way displayed by the officials in little places? Half the Community is as well informed as they are, often upon the very specialties of their offices; and many are men of far higher attainments as regards general knowledge and even book learning. The airs which they give themselves are, therefore, but little tolerated; and they are forced to wrap themselves up in the dignity of the brief authority in which they are dressed, wondering that personages of such gigantic importance are not more esteemed. The briefest barrier in the Temple here would his Judge's or Attorney's robe around him; the university man, who has scraped through his "Little go," and gone out in the "Pill," at Cambridge, takes occasion to announce in all places, public and un-official, that his B.A. involved the translation of the Spectator into Latin Prose; the Parish Parson at home, here stands dressed in full episcopal canons and with unctuous roll, tells us the "dicta" of the Church; and these happy men, think they will thus command the respect paid elsewhere to the personages whose outward semblance they assume. In this, however, they show but very little knowledge of the world in general, and of the place they are in particular. In a commercial community it may be taken as certain that the most influential people will be those most largely connected with commerce, and it is absurd to set up petty distinctions of office against

an undoubted fact. Complaints are repeatedly made officially, large and small, Con-sular as well as Colonial, that their position is not sufficiently recognised; but there is little more foundation for these complaints than those which are made at all times, and in every direction, by other people. The secret of a man's position not being recognised generally lies in himself; and in the majority of instances simply results from his attaching too much importance to small distinctions. If a man holds his position to depend upon little exceptional advantages, he will have cause enough to fear about slight injury moment of his life, while the man who is above small vanities carries, so to say, his position with him. The rationale of the whole question is very plain. It is this, that whether a man stand high or low, there will always be some higher and some lower than himself; and the consideration, so far as it is worthy of a thought, in which he will be held by both, will depend simply upon what he is really worth. If a man thinks that he is the better or the worse, because he is a little more powerful, a little more talented, or a little more wealthy than his neighbours, he deserves to be taken at his own standard, and will find cause enough to complain that this man, that, or the other, does not acknowledge his position; but if he recognises that these distinctions, though useful and necessary, are, after all, far from being of any great importance, he will be above being affected by the numberless petty annoyances that must always fret and worry those who—in small places above all others—set their whole hearts upon social distinctions which are often arbitrary and always trivial.

## SUPREME COURT.

Before CHIEF JUSTICE SMITH.  
Kremer and others v. Sandie and others.

This case on cross-demurrers was proceeded with yesterday. The Attorney-General, for the defendants, said he should follow the points of the plaintiff by Mr. Hayller.

**Point 1.**—As to the demurrer to the second and third pleas. The first question to consider is what is the correct definition of "mutual credit?" The most recent and accurate definition is that of the Bank of England in the Bank of England v. L. R. 714 C. 47. In the former case, Jyles J. says: "Mutual credits I conceive to mean simply reciprocal demands which must necessarily terminate in a debt." (See also, Kely, C. B., in Astley v. Gurney, 735-727.)

From these cases Young v. The Bank of Bengal (Mo. P.C. 150) distinguished, for there no power was given to sell the property, and the excess of debts over the amount of a sum due at a certain date, which day had not arrived at the time of the bankruptcy. (See Par. 187, in Astley v. Gurney.) In the present case the plea sets out an agreement with the defendants, and an authority given to them under which they were entitled to hold all the funds of the Association, and to receive the share of profit of the bankrupt. This attorney was a credit which was given to the bankrupt in a sum which was recoverable at law or in equity. See Judgment of Bayley J. in Basson v. Cato, 5 B. and Astley, 867. The authority was not recoverable, but were it otherwise, that is recoverable if it was not revoked. In Norway v. the Chartered Bank of India, Montagu Smith, J., says: "Assuming the original authority to receive the money was revocable, it was given to the former, and the credit was created, and that is the time to which we must look in order to determine whether or not the defendants were entitled to the benefit of the enactment." It cannot be disputed that under the facts ascertained in the plea, the claim was Frouman and Copland, and in that case it was held that the credit could not be set aside. Now, although in the plea he learned friend relied on a credit given before the bankruptcy, he never had the intention to do so, and it was absolutely vital to the plea to show that the winding-up took place either before or after the bankruptcy. From the words of the plea it would seem to be implied that it took place before, but in that case the plea was no answer to the second count. It is clear that the defendants had stated neither, in order to have the benefit of a defence to which they were not entitled, and that the second count is not valid.

Another point of the plea is that the amount of the debt, ascertained in the plea, was not paid off at the date of the second count, and after the date of the second count was unanswered, and if after the mutual credit would arise. The learned counsel then argued at length on the points of estoppel and acquiescence.

Mr. Hayller then replied, going once more over the ground of the nine points. Upon the question of mutual credit he contended that the order to set off debts occurring after the bankruptcy, there must have been a general credit, but the debt, if any, was not held in the hands of the Association. See also, Kely, C. B., in Astley v. Gurney, 735-727.

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Mr. Hayller then replied, going once more over the ground of the nine points. Upon the question of mutual credit he contended that the order to set off debts occurring after the bankruptcy, there must have been a general credit, but the debt, if any, was not held in the hands of the Association. See also, Kely, C. B., in Astley v. Gurney, 735-727.

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